

EXHIBIT E



Epstein Drangel LLP

60 East 42nd Street, Suite 2520, New York, NY 10165

T: 212.292.5390 • E: mail@ipcounselors.com

www.ipcounselors.com

November 13, 2018

VIA FEDEX (Tracking No. 7737 1739 8783)

Michael & Michelle Enterprises, Inc.

659 South 6th Ave.

City of Industry, CA 91746

Re: Notice of Infringement of Beverly Hills Teddy Bear Co.'s ("BHTBC") Squeezamals IP

To Whom It May Concern:

We represent BHTBC, a leading designer, creator and manufacturer of custom, private label and licensed toys, gifts, and plush, in intellectual property matters. BHTBC is the sole and exclusive owner of all right, title and interest to any and all unregistered and registered intellectual property rights in and to its BHTBC brand, and its line of acclaimed collectible super-squeezy slow-rise foam stuffed animals, which BHTBC designed to look like various animals and/or other characters (e.g., sloths, narwhals, dogs, etc.), including their associated packaging, as well as any and all related products, sold by BHTBC under its Squeezamals brand name (collectively the "Squeezamals Products"). The Squeezamals Products, available in over sixty (60) countries worldwide, are sold via BHTBC's website devoted to the same (see www.squeezamals.com), along with major retailers, such as Target, where such Squeezamals Products are often featured prominently. As a result of BHTBC's national advertising efforts, and the quality of the Squeezamals Products, among other things, they have become immensely popular. In fact, the Squeezamals Products were awarded the title of Plush Toy of the Year by Learning Express Toys.

BHTBC's exclusive rights in and to the Squeezamals Products include, without limitation, any and all trademarks, trade dress, copyrights, registered and unregistered designs, patents, utility patents, design patents, inventions, confidential information, and trade secrets and any other proprietary rights that may exist worldwide, covering or related to the Squeezamals Products and packaging, including, without limitation, U.S. Trademark Registration No. 5603339 covering "SQUEEZAMALS" for goods in Class 28 (the "Squeezamals Mark"), as well as the following U.S. Copyright Registrations: VA0002111212 covering the Squeezamals Series 1 Dog, VA0002111208 covering the Squeezamals Series 1 Monkey, VA0002111202 covering the Squeezamals Series 1 Panda, VA0002111230 covering the Squeezamals Series 1 Penguin, VA0002112188 covering the Squeezamals Series 1 Unicorn, VA0002111231 covering the Squeezamals Series 1 White Cat, and VA0002112164 covering the Squeezamals Series 1 Packaging (collectively, the "Squeezamals IP").

The Squeezamals IP provides BHTBC with substantial proprietary rights, including the right to restrict the unauthorized use of the Squeezamals IP. BHTBC has gone to great lengths to protect its interests in and to the Squeezamals IP. No one other than BHTBC is authorized to use the Squeezamals IP without the express written permission of BHTBC.

You are receiving this notice because it has recently come to our attention that Michael & Michelle Enterprises, Inc. (hereinafter, "Michael & Michelle") has been manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, soliciting sales of, selling, or otherwise making commercially available a line of slow-rise foam stuffed animals under the mark "Fluffy Friends" that infringe one or more of the Squeezamals IP ("Infringing Product(s)"). A true and correct photograph exemplifying some of the Infringing Products, prominently displayed at a Walgreens retail store, where Squeezamals Products are also sold, appears below:

Michael & Michelle Enterprises, Inc.
November 13, 2018
Page 2



Michael & Michelle's actions reflect a deliberate disregard of BHTBC's intellectual property rights. Given the similarity of the Infringing Products to the Squeezamals Products generally, there is no question that Michael & Michelle intended to, and still intends to, benefit from the goodwill associated with BHTBC and its Squeezamals IP. Further, your company's use of the Squeezamals IP, not only is intended to (and actually does) confuse, deceive and/or misdirect consumers as to the source of origin of Michael & Michelle's Infringing Products, but also misleads consumers into erroneously believing that the Infringing Products are connected with, affiliated with, approved by, or otherwise sponsored by BHTBC, when in fact they are not. The damage to BHTBC is especially acute under the circumstances, given the close retail proximity of the Infringing Products to the Squeezamals Products, particularly in Walgreens retail stores. Accordingly, Michael & Michelle's use of certain Squeezamals IP that is confusingly similar thereto, constitutes at the very least copyright infringement,

Michael & Michelle Enterprises, Inc.
November 13, 2018
Page 3

which, if pursued in court in the U.S., would entitle BHTBC to statutory damages up to \$150,000.00 per infringement and such other compensatory damages as a court may deem fair and appropriate pursuant to 17 U.S. Code § 504(c).

In light of the foregoing, we demand that Michael & Michelle **immediately cease and desist** any and all production, importation, exportation, advertising, marketing, promotion, distribution, display, solicitation of sales and/or sales of the Infringing Products. We also demand that Michael & Michelle comply with the following **within five (5) days of the date of this notice**:

1. Confirm in writing that all importation, exportation, manufacture (domestic and foreign), advertising, marketing, promotion, distribution, display, solicitation of sales, and sales of the Infringing Products has ceased and that Michael & Michelle has ceased and will refrain from any and all future use of the Squeezamals IP and any marks, works, designs, etc. that are likely to cause confusion with the Squeezamals IP;
2. Surrender all Infringing Products and ancillary goods in Michael & Michelle's possession, custody or control;
3. Provide us with a complete list of ALL sources of Infringing Products (i.e., the name and address of the manufacturer, importer, distributor, and/or retailer);
4. Provide us with a full accounting of all purchases (number of units and price) of the Infringing Products, and ANY and ALL documentation of Michael & Michelle's transaction(s) with its source(s). This includes, but is not limited to: correspondence/communications received or sent by Michael & Michelle concerning the Infringing Products, agreements between Michael & Michelle and its source(s), and ALL purchase records evidencing such purchases of the Infringing Products (i.e., order forms, payment records, receipts, invoices, and shipping documents, etc.); and
5. Provide us with a full accounting of all sales (number of units and price) of the Infringing Products, including total dollar amounts and ALL sales and inventory records reflecting the same.

We consider your conduct to constitute a serious violation of BHTBC's rights and to be very damaging to its business and reputation. Michael & Michelle's failure to comply with the demands set forth herein will only assure us of Michael & Michelle's intention to willfully infringe the Squeezamals IP. In such a situation, BHTBC will take any and all actions necessary to enforce its rights to the fullest extent of the law. Accordingly, we thank you for your anticipated cooperation and prompt attention to this matter.

Nothing in this notice shall be construed as a waiver or relinquishment of any rights or remedies possessed by BHTBC or any other affected party.

Best regards,

A handwritten signature in blue ink, appearing to read 'D. Dixon', with a large circular flourish at the end.

Dwana S. Dixon
EPSTEIN DRANGEL LLP